R.D File No. 277

1939

Collection No.

Archives 7 21

Corr. 19/7/39

P13

Pros. / Serial Nos. 1 – 3

K

Subject.

Leave to Nursing Staff

Previous References.

434/31

Later References.

S. 97.—(Green).

MFP—1663 S&P—(M-2971)—24-6-38—100,000.

NOTES AND PRECIS.

2

D.No. 1687 S.N. 1.

The " Leave Terms " of the Nursing Staff of the Hospitals in the C. & M. Station of Bangalore who are recruited (A) in England and (B) in India, are as follows:-

A. Nursing Staff recruited in England.

(L) S.N. 11 / C.P. 37 / F. 704-36

(1) One months leave on full pay in each calendar year of service. This leave not to be accumulated (clause 13(1) of Agreement)

(L) --Do.

(2) Six months leave on full average pay after the completion of each term of 5 years provided that the nursing staff sign an agreement before proceeding on leave to return for a further tour of duty(Clause 13 (2)of Agreement)

B. Nursing Staff recruited in India.

(J) S.N. 11/A / F 484-31

(1) One months leave on average pay in each calendar year of service. This leave not to be accumulated. (clause 9 of Agreement)

(J) Do.

(2) Six months Leave on average pay after the completion of each term of five years less leave taken on medical certificates provided that the nursing staff sign an agreement before proceeding on leave to return for a further tour of duty. (clause 15 of agreement)

It will be seen that the nursing staff get during the service of five years, five months leave to be taken at the rate of one month in a calendar year and six months leave after the completion of five years service, or a total leave of 11 months in all. The Residency Surgeon says that the practical effect of the regulations is that the nursing sisters foregoes one months leave to she is entitled under the contract. It is not known what regulations are meant. Under the terms of the Agreement for the recruitment of nursing staff, there is no objection to leave for the last (fifth) calendar year being

taken

in combination of the six months' furlough to which they are entitled under the terms of the contract. The one month's leave can be taken from the 1st December, the six months' furlough commencing at the expiry of that leave. No orders appear necessary to make this point clear as the existing terms are not capable of any other interpretation. If this view is accepted, there will be no question of the nursing staff foregoing one month's leave due to them during the 5th year and the difficulty pointed out by the Residency Surgeon will not arise.

5 The Residency Surgeon may see file U.O. for information.

KIC
13.3.39

13.3.39

Dep. 6 Office can find out from Residency Surgeon, Office what is the rule which compels nurses to serve 3 months after return from leave, & what is the authority for the application of this rule to nursing Sisters

14/3/39

Rec'd 17th 2.40 P.M.

7 It is understood from the Residency Surgeon's office

vide Telephone Message at slip (P) ✓

office that there is no such rule.

RK 21.3.39

21.3.39

Secy:

8 I am afraid I am not quite clear exactly what the difficulty is. Could Resident Surgeon please explain

Rentoul
24/3/39.

29/3

Resident Surgeon U/o.

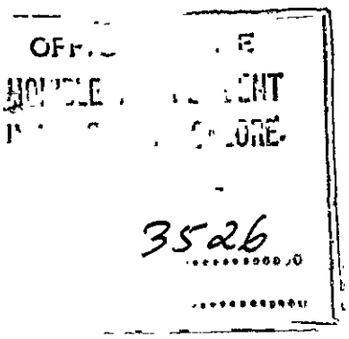
9 The mystery has been partly explained; and the impression was due to the fact that the Nursing Superintendent's Office has been following obsolete rules under Article 260 C.S.R., and the application forms for privilege leave by Nursing Sisters continue to bear the following declaration:

> "I do hereby declare that I have no intention of retiring or of taking long leave of any kind for three months after my application for privilege leave"

This form has been in use in the Nursing Superintendent's Office at least since 1920, and has not for some reason unknown to me been discontinued.

This being the case, if the Secretary agrees that the privilege now requested of combining privilege leave with furlough is not incompatible with para 13(2) of the Articles of Agreement for

for Nursing Sisters, which states that such Sisters "will be granted 6 months' leave to England on full average pay", these ladies will in future, if they desire, be accorded the privilege of combining their 5th year's privilege leave with furlough. Will Secretary kindly confirm?



R. S. 1/iv

U/O.No. 9/129 dated 1st April 1939.
To The Secretary to the Hon'ble the Resident in Mysore, Bangalore.

10 Will F.A. please give his opinion?

7/4/39.

11 The leave rules in the Civil Service Regulations and Fundamental Rules and the Revised Leave Rules 1933 contain specific provision for combination of one kind of leave with another c.f. Article 232 C.S.R., F.Rs.83 & 85 and Rule 6 of the Revised Leave Rules 1933. As the leave of the Nursing Sisters is governed entirely by the provisions in the contract and as the contract does not make any specific provision for combination of the leaves admissible under clauses 13(1) & (2), I think such combination will be incompatible with the terms of the contract.

J. N. Rangaswamy 11.4.39

Mr KN 12/4

5

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R. S. 1/iv

OFFICE
HON'BLE RESIDENT
BANGALORE.
3526

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in Mysore, Bangalore.

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11.4.39

12

It is true that there is no provision in the contract of the Nursing Staff for the combination of the two kinds of leave. But the persons affected might argue that there is nothing in the terms of their contract against such combination.

13

As the position is not free from doubt, perhaps the A.G. may be consulted. It is for orders whether this may be done or whether the Political Dept. may be requested to make a special provision in the contract form for the combination of the leave admissible under clauses 13(1) and (2) of the contract form.

— do —

KL 21.4.39

(From para. 10)

22.4.39

14

Lee F.A Mem correct AG whether there is any objection. We can try to get it settled without reference to Pol. Dept.

26/4/39

15

A draft to the A.G. is submitted for consideration.

29.4.39

25/4/39

16

P.H.C. D.No. 6560 S.N.3

W

Please see S.N. 1 and paragraphs 4, 8, 9 and 11 to 14 of the foregoing notes and S.N. 2.

17

The file may be sent to Residency Surgeon U.O. with reference to S.N. 1.

(After the Residency Surgeon has seen, the papers will be sent to F.A. for information)

KC 29.6.39

1.7.39

Reubrau 3/7/39

Leey.

To The Residency Surgeon

U.O.S. No. 6560 & 3.7.39.

OFFICE OF THE
HON'BLE THE RESIDENT
IN MYSORE, BANGALORE.
7 JUL. 1939
Diary No. 6918
File No.....

Thank you; that appears satisfactorily to clear the position

4/VII.

7/7

Secretary to Res. No. 978 dt. 6.7.39.

These papers may now be filed after F.A. has seen..

KC 7.7.39

8.7.39

9.7.

Seen J.L. Rangopala 10.7.39

Arjunt

CORRESPONDENCE.

No.266/16/39.

Office of the Residency Surgeon,
Bowring Civil Hospital,
Bangalore, Dated 15th Febry.'39.

OFFICE OF THE
HON'BLE THE RESIDENT
IN MYSORE, BANGALORE.
16 FEB. 1939
Diary No. 168
File No ..... To

From

Lt.-Col. J.B. Hance, C.I.E.,O.B.E.,
M.A.,M.D.(Cantab.),F.R.C.S.E.,I.M.S.,
Residency Surgeon,
Bangalore.

The Secretary
to the Hon'ble the Resident
in Mysore,
Bangalore.

Sir,

I have the honour to refer you to the terms of the Contract for Nursing Sisters recruited to these hospitals, under which it will be seen that these sisters are entitled to one month's leave of absence in each year of service and, subject to their signing an undertaking to renew their contract, to six months' leave on full pay on completion of 5 years' contract service.

2. It is found, in practice, that the leave is seldom taken in India in the 5th year of contract service for the following reasons:—

(i) For administrative reasons the leave in any year is usually taken after the completion of 11 months' service;

(ii) It is necessary under the regulations for a nursing sister to serve 3 months after her return from any form of leave before any further leave can be taken, especially furlough, which in the case of nursing sisters recruited in England usually makes leave of absence in tbe 5th year undesirable; and

(iii) because for financial reasons it is inconvenient to the sister concerned to take leave in India immediately prior to proceeding on furlough.

The practical effect of the regulations at present is that the nursing sister foregoes one month's leave to which she is under the contract entitled.

3. I have the honour therefore to submit my recommendation that option be given to nursing sisters to pre- or suffix their month's privilege leave for the 5th year to their furlough. This will not have the effect of increasing the cost to Government beyond what would have been the case did they avail themselves of leave in the 5th year 3 months before their proceeding on furlough, for which provision exists.

4. It would have the following advantages to these institutions:—

(1) It would give nursing sisters recruited in England six full months in England instead of, under present arrangements, five.

(2) This extra month would, in my opinion, be a considerable inducement to the nursing sister on leave to undertake post-graduate study in England, which it is not reasonable to expect her to do in a stay of only 5 months after 5 years' Indian service. These ladies all have friends and relations whom they wish to see, and, moreover, after 5 years' nursing service in India at least 4 months of the furlough should, in my judgment, be spent primarily in recuperating.

There are, in fact, several courses of approximately one month's duration which the nursing sisters on leave could attend, and which it would be to the advantage of these hospitals for them to attend. If the privilege of pre- and suffixing the privilege leave be granted to them, we could properly expect the nursing sisters on furlough to avail themselves of these facilities.

5. The same considerations apply to European nursing sisters recruited in India. These ladies, in practice, usually spend their furlough in England although the terms of their contract do not entitle them to passage concessions. A case in point is that of Miss E. Dawson, one of our present Sisters. There are also in India facilities for courses of nursing interest, which ladies who prefer to take their furlough in India could attend.

6. I have the honour therefore to recommend that in the interests of efficiency of these hospitals as well as those of the nursing sisters themselves, the privilege of pre- or suffixing their final year's privilege leave to furlough be granted.

I have the honour to be,

Sir,

Your most obedient servant,

Lt.-Col., I.M.S.,
Residency Surgeon.

(4)

Issued 16/5/39

DEPARTMENT.

BRANCH.

File No.

Serial No.

Draft Letter / Memorandum / Telegram

R.Dis. No.277-1939 Encl (1)
G & A.

Class for telegrams

Ordinary / Express / Urgent* / Priority / Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

No. Dated 16th May 1939.

From
The Secretary to the Resident.

To
The A.G. Madras.

To be issued on

Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required

Date of despatch of above

List of enclosures slip (L)

(Code word for telegrams.)

Leave to Nursing Staff.

Sir,

I am directed to refer to the form of Agreement for the Nursing Staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore, a copy of which is enclosed for ready reference.

2. Under clause 13 (1) of the agreement the Nursing Sisters are entitled to one month's leave on full pay in each year of service and under clause 13 (2) to six months leave on full pay after completion of 5 years' contract service. The question has arisen whether the one month's leave for the 5th year can be taken in combination of the six months furlough.

3. Under the terms of the contract there seems to be no objection to leave for the fifth year being taken in combination of six

S.5.
MGIPC—S1—158(Genl)MFP—(M-1983)—3-5-34—50,000 Pads.

six months furlough, though the contract does not make any provision for combination of the leave under clauses 13(1) and (2). In the absence however of any provision against such combination it does not appear that the combination is incompatible with the terms of the contract. I am to enquire whether you agree with the above view.

I have etc.,

for Secy. to the Resdt.

29.4.39

29.4.39

W KK 2816 S.N.3

No.T.1-B-1.Bang.185. OFFICE OF THE ACCOUNTANT-GENERAL, MADRAS.

Fort St. George, 26th June 1939

Enclosures.

FROM

THE ACCOUNTANT-GENERAL,
(T.A. 1-B Section),
MADRAS.

To

The Secretary to the Hon'ble the Resident in Mysore

Bangalore.

SIR,

Subject:- Leave to nursing staff - Combination of the leave admissible under clauses 13 (1) and (2) of the contract.

S.N.2 W With reference to your letter No. F.277-39/G.& A. dated 16th May 1939, on the subject indicated above, I have the honour to state that I agree with the view expressed in paragraph 3 thereof.

OFFICE
HON'BLE THE RESIDENT
IN MYSORE, BANGALORE.
28 JUN ...
Diary No 6560
File No B&S 277/39
DS

I have the honour to be,
Sir,
Your obedient servant,

DEPUTY ACCOUNTANT GENERAL.